

**STATE OF LOUISIANA
LOUISIANA FUR ADVISORY COUNCIL
AND
LOUISIANA ALLIGATOR ADVISORY COUNCIL**

**REQUEST FOR PROPOSALS
FOR
ASSISTANCE WITH FEDERAL POLICIES,
LEGISLATION, STATUTES, TREATIES,
REGULATIONS AND OTHER ACTIVITIES THAT
IMPACT THE MANAGEMENT AND UTILIZATION
OF CERTAIN SPECIES OF LOUISIANA'S
WILDLIFE RESOURCES**

**RFP #: 2013-513-03
JUNE 9, 2014, 3 P.M. CENTRAL TIME**



ISSUE DATE: MAY 9, 2014

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1. GENERAL INFORMATION

1.1 Purpose

The Louisiana Department of Wildlife & Fisheries (LDWF), Coastal and Nongame Resources Division, Fur Advisory Council (FAC) and the Louisiana Alligator Advisory Council (AAC) are soliciting proposals to provide for consulting services related to federal policies and legislation for a three year period.

1.2 Background

In Louisiana, the furbearer species and the American alligator are managed as commercial, renewable natural resources. Since the inception of the alligator program in 1972, over 904,000 wild alligators have been harvested, over 7.5 million alligator eggs have been collected, and over 4.8 million farm raised alligators have been sold bringing in millions of dollars of revenue to landowners, trappers and farmers. Conservative estimates have valued these resources at over \$988,000,000, providing significant, direct economic benefit to Louisiana.

Louisiana produces 11 different species of furbearers. The average annual production during the past 10 years has been 14,500 nutria and 8,474 raccoon. The average number of nutria taken over the past 11 years annually through the Coastwide Nutria Control Program (CNCP) has been 331,995. These two species alone provided nearly 86% of the value of an industry worth over \$2 million annually to Louisiana trappers, including Coastwide Nutria Control Program (CNCP) incentive payment \$5.00 per tail to participating trappers. The annual fur harvest of all species has historically been valued as high as \$25 million to the state's trappers.

The overall objective of this project is to seek funding for farm and wild alligator disease research and to provide critical information and expert advice to the FAC and the AAC relative to federal regulations and proposed legislation that may affect Louisiana's alligator and fur management programs and industries. This will be achieved through attending meetings, obtaining accurate information, conducting extensive communications with congressmen and their staff, and providing recommendations in order to ensure sound state and national regulations relative to habitat management and sustainable use programs as well as to ensure continued federal funding for projects related to disease research and education. The Contractor shall also seek federal and private research and education grants.

1.3 Scope of Services

Attachment I details the scope of services and deliverables or desired results that the State requires of the Contractor.

2. ADMINISTRATIVE INFORMATION

2.1 Term of Contract

Term of Contract—the period of any contract resulting from this RFP is tentatively scheduled to begin on or about July 1, 2014 and to continue through June 30, 2017. The State has the right to contract for up to three years upon approval.

Upon release of this Request for Proposal (RFP), all Proposer communications concerning this acquisition must be directed to the Louisiana Department of Natural Resources (LDNR) as indicated below. Any oral communications with the LDWF will be considered unofficial and not binding to the LDWF. Proposers shall rely only on written statements issued by the LDNR. All queries must be in writing and submitted to the LDNR by the date specified in the Schedule of Events (see Section 2.5).

2.2 Pre-proposal Conference

NOT APPLICABLE FOR THIS SOLICITATION.

2.3 Proposal Inquiries

Written questions regarding RFP requirements or Scope of Services must be submitted to the RFP Coordinator as listed below.

By Mail to: Sharon Schexnayder
Procurement Division
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, LA 70804-9396

Or by email to: dnrprocurement@la.gov

Or by Fax to: FAX at (225) 342-8700.

The State will consider written inquiries and requests for clarification of the content of this RFP received from potential proposers. Written inquiries must be received by 3:00 p.m. CST on the date specified in the Schedule of Events. The State reserves the right to modify the RFP should a change be identified that is in the best interest of the State.

Official responses to all questions submitted by potential proposers will be posted by date specified in the Schedule of Events at <http://www.wprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and on WLF website at <http://www.wlf.louisiana.gov/news>

Only Sharon Schexnayder, RFP Coordinator, has the authority to officially respond to proposer's questions on behalf of the State. Any communications from any other individuals are not binding to the State.

2.4 Definitions

- A. Shall- the term "shall" denotes mandatory requirements per R.S. 39:1556(21).
- B. Must, Will- the terms "must" and "will" denote mandatory requirements.
- C. May, Can- the terms "may" and "can" denote an advisory or permissible action.
- D. Should- the term "should" denotes desirable.
- E. Contractor- any person having a contract with a governmental body.
- F. State- the State of Louisiana
- G. Discussions- for the purposes of this RFP presentation, a formal, structured means of conducting written or oral communications/presentations with responsible Proposers who submit proposals to this RFP.
- H. AAC- Alligator Advisory Council
- I. FAC- Fur Advisory Council
- J. CNCP- Coastwide Nutria Control Program
- K. FTC- Federal Trade Commission
- L. USFWS- U.S. Fish and Wildlife Service
- M. USDA- United States Department of Agriculture
- N. APHIS- Animal and Plant Health Inspection Service
- O. State-Fur Advisory Council and Alligator Advisory Council within the Department of Wildlife and Fisheries
- P. Councils – FAC & AAC

2.5 Schedule of Events

Event	Date
Advertise RFP and mail public announcements	05/09/2014
Deadline for receipt of written inquiries	05/23/2014
Issue responses to written inquiries	05/27/2014
Deadline for receipt of proposals	06/09/2014
Announce award of contractor selection	07/01/2014
Contract execution	

NOTE: The State of Louisiana reserves the right to change this schedule of RFP events, as it deems necessary.

3. PROPOSAL INFORMATION

3.1 Desirable Qualifications of Proposer

Qualifications

1. Proposer should have been in the business of educating congressional staff regarding wildlife issues for a minimum of five (5) years and have experience with wildlife legislation.
2. Proposer should have experience requesting funding through the federal budget process.
3. Proposer should have experience obtaining funding through federal and private research and education grants.

3.2 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34: 136. The State must find that the selected proposer:

Has adequate financial resources for performance, or has the ability to obtain such resources as required during performance;

Have the necessary experience, organization, technical qualifications, skills, and facilities, or has the ability to obtain them;

Is able to comply with the proposed or required time of delivery or performance schedule;

Has a satisfactory record of integrity, judgment, and performance; and

Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain sufficient information for the State to make its determination by presenting acceptable evidence of the above to perform the contracted services.

3.2.1 Right to Prohibit Award

In accordance with the provisions of R.S. 39:2192, in awarding contracts after August 15, 2010, any public entity is authorized to reject a proposal or bid from, or not award the contract to, a business in which any individual with an ownership interest of five percent or more, has been convicted of, or has entered a plea of guilty or nolo contendere to any state felony or equivalent federal felony crime committed in the solicitation or execution of a contract or bid awarded under the laws governing public contracts under the provisions of Chapter 10 of Title 38 of the Louisiana Revised Statutes of 1950, professional, personal, consulting, and social services procurement under the provisions of Chapter 16 of this Title, or the Louisiana Procurement Code under the provisions of Chapter 17 of this Title.

3.3 RFP Addenda

State reserves the right to change the schedule of events or revise any part of the RFP by issuing an addendum to the RFP at any time. Addenda, if any, will be posted at <http://wwwprd.doa.louisiana.gov/osp/lapac/pubmain.asp> and the LDWF website located at <http://www.wlf.la.gov/rfp> . It is the responsibility of the proposer to check the website for addenda to the RFP, if any.

3.4 Waiver of Administrative Informalities

The State reserves the right, at its sole discretion, to waive minor administrative informalities contained in any proposal.

3.5 Proposal Rejection/RFP Cancellation

Issuance of this RFP in no way constitutes a commitment by the State to award a contract. The State reserves the right to accept or reject, in whole or part, all proposals submitted and/or cancel this announcement if it is determined to be in the State's best interest.

3.6 Withdrawal of Proposal

A proposer may withdraw a proposal that has been submitted at any time up to the date and time the proposal is due. To accomplish this, a written request signed by the authorized representative of the proposer must be submitted to the RFP Coordinator.

3.7 Subcontracting Information

The State shall have a single prime contractor as the result of any contract negotiation, and that prime contractor shall be responsible for all deliverables specified in the RFP and proposal. This general requirement notwithstanding, proposers may enter into subcontractor arrangements, however, should acknowledge in their proposals total responsibility for the entire contract.

If the proposer intends to subcontract for portions of the work, the proposer should identify any subcontractor relationships and include specific designations of the tasks to be performed by the subcontractor. Information required of the proposer under the terms of this RFP shall also be required for each subcontractor. The prime contractor shall be the single point of contact for all subcontract work.

Unless provided for in the contract with the State, the prime contractor shall not contract with any other party for any of the services herein contracted without the express prior written approval of the State.

3.8 Ownership of Proposal

All materials submitted in response to this request shall become the property of the State. Selection or rejection of a proposal does not affect this right.

3.9 Proprietary Information

Only information which is in the nature of legitimate trade secrets or non-published financial data may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44: 1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

3.10 Cost of Preparing Proposals

The State shall not be liable for any costs incurred by proposers prior to issuance of or entering into a contract. Costs associated with developing the proposal, preparing for oral presentations, and any other expenses incurred by the Proposer in responding to this RFP are entirely the responsibility of the Proposer and shall not be reimbursed in any manner by the State.

3.11 Errors and Omissions in Proposal

The State will not be liable for any errors in proposals. The State reserves the right to make corrections or amendments due to minor errors identified in proposals by the State or the Proposer. The State, at its option, has the right to request clarification or additional information from the proposers.

3.12 Contract Award and Execution

The State reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offers received.

The State reserves the right to contract for all or a partial list of services offered in the proposal.

The RFP and proposal of the selected Proposer shall become part of any contract initiated by the State.

The selected Proposer shall be expected to enter into a contract that is substantially the same as the sample contract included in Attachment III. In no event shall a Proposer submit its own standard contract terms and conditions as a response to this RFP. The Proposer should submit with its proposal any exceptions or exact contract deviations that its firm wishes to negotiate. Negotiations may begin with the announcement of the selected Proposer.

If the contract negotiation period exceeds 45 business days or if the selected Proposer fails to sign the final contract within 45 business days of delivery, the State may elect to cancel the award and award the contract to the next-highest-ranked Proposer.

3.13 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Ethics Code if their company is awarded the contract. The Louisiana Board of Ethics is the only entity which can officially rule on ethics issues.

4. RESPONSE INSTRUCTIONS

4.1 Proposal Submission

Firms/individuals who are interested in providing services requested under this RFP must submit a proposal containing the information specified in this section. The proposal must be received in hard copy (printed) version by the RFP Coordinator on or before *3:00P.M.* Central Standard Time on the date specified in the Schedule of Events. FAX or e-mail submissions are not acceptable. Proposers mailing their proposals should allow sufficient mail delivery time to ensure receipt of their proposal by the time specified. The proposal package must be delivered at the proposer's expense to:

Sharon Schexnayder
Procurement Division
Louisiana Department of Natural Resources
P. O. Box 94396
Baton Rouge, LA 70804-9396

For courier delivery, the street address 617 N. Third Street, Ste. 1271, LaSalle Building, Baton Rouge, LA 70802 and the telephone number is (225) 219-3812. It is solely the responsibility of each Proposer to ensure that their proposal is delivered at the specified place and prior to the deadline for submission. Proposals received after the deadline will not be considered.

The State requests that 9 of copies of the proposal be submitted to the RFP Coordinator at the address specified. At least one copy of the proposal shall contain original signatures of those company officials or agents duly authorized to sign proposals or contracts on behalf of the organization. A certified copy of a board resolution granting such authority should be submitted if proposer is a corporation. The copy of the proposal with original signatures will be retained for incorporation in any contract resulting from this RFP.

4.2 Proposal Format

Proposers should respond to this RFP with a Technical Proposal and Cost Proposal in one document.

4.3 Cover Letter

A cover letter should be submitted on the Proposer's official business letterhead explaining the intent of the Proposer.

4.4 Technical and Cost Proposal

Proposals should be submitted as specified in Section 5, and should include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the scope of services as described herein. Proposers should respond to all requested areas.

4.5 Certification Statement

The Proposer must sign and submit the Certification Statement shown in Attachment II.

5. PROPOSAL CONTENT

5.1 Executive Summary

This section should serve to introduce, condense and highlight the scope of the proposal in such a way as to provide LDWF with a broad understanding of the entire proposal. It should include administrative information including, at a minimum, Proposer contact name and phone number, and the stipulation that the proposal is valid for a time period of at least 90 calendar days from the date of submission. This section should also include a summary of the Proposer's qualifications and ability to meet the State agency's overall requirements in the timeframes set by the agency.

It should include a positive statement of compliance with the contract terms. If the Proposer cannot comply with any of the contract terms, an explanation of each exception should be supplied. The Proposer should address the specific language in Attachment III, Sample Contract, and submit whatever exceptions or exact contract modifications that its firm may seek. While final wording will be resolved during contract negotiations, the intent of the provisions will not be substantially altered.

5.2 Corporate Background and Experience

The purpose of this section is to assure that the Proposer has the capacity and experience necessary to provide the services required by LDWF. (Responses to this section should not exceed seven (7) pages).

The Proposer should give a brief description of their company including a brief history, corporate structure and organization, number of years in business, and copies of its latest financial statement, preferably audited.

1. Background –

The Proposer should provide the details of the background of the individual or corporation, its size and resources including:

- Complete company name
- Federal identification or social security number
- Date established
- Corporate World Wide Web address
- Ownership (public company, partnership, subsidiary, etc.)
- State in which the company is incorporated
- Narrative description of the company's organization, organization-chart, and indicate company officers where applicable
- Principal type of business
- Primary services or products offered by the corporation
- Total number of years in business

2. Experience –

The Proposer should discuss in detail their experience in working on projects similar in size, scope and function to this proposed contract. The experience should include projects within the last three years. To provide evidence of proposer's ability to meet or exceed desirable qualifications in Section 3.1, the details of experience relevant to the proposed contract should include experience in working with national and international species management groups for a minimum of ten years.

The Proposer should also list any related major projects currently being performed, including all current contracts with the State of Louisiana. Proposer should supply a list of at least three (3) references, including names and telephone numbers, attesting to proposer's prior work experience to perform the work described herewith.

3. Value of Background and Experience to this Project –

Based on the information provided above, Proposer should summarize the unique value that their participation adds to this project.

5.3 Request For Proposal (RFP) Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs

The State of Louisiana Veteran and Hudson Initiatives are designed to provide additional opportunities for Louisiana-based small entrepreneurships (sometimes referred to as LaVet's and SE's respectively) to participate in contracting and procurement with the state. A certified Veteran-Owned and Service-Connected Disabled Veteran-Owned small entrepreneurship (LaVet) and a Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) small entrepreneurship are businesses that have been certified by the Louisiana Department of

Economic Development. All eligible vendors are encouraged to become certified. Qualification requirements and online certification are available at https://smallbiz.louisianaforward.com/index_2.asp.

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurship as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

If a proposer is not a certified small entrepreneurship as described herein, but plans to use certified small entrepreneurship(s), proposer shall include in their proposal the names of their certified Veteran Initiative or Hudson Initiative small entrepreneurship subcontractor(s), a description of the work each will perform, and the dollar value of each subcontract.

During the term of the contract and at expiration, the Contractor will also be required to report Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship subcontractor or distributor participation and the dollar amount of each.

The statutes (R.S 39:2171 *et. seq.*) concerning the Veteran Initiative may be viewed at <http://legis.la.gov/lss/lss.asp?doc=671504>; and the statutes (R.S 39:2001 *et. seq.*) concerning the Hudson Initiative may be viewed <http://legis.la.gov/lss/lss.asp?doc=96265>. The rules for the Veteran Initiative (LAC 19:VII. Chapters 11 and 15) and for the Hudson Initiative (LAC 19:VIII Chapters 11 and 13) may be viewed at <http://www.doa.louisiana.gov/osp/se/se.htm>.

A current list of certified Veteran-Owned and Service-Connected Disabled Veteran-Owned and Hudson Initiative small entrepreneurship may be obtained from the Louisiana Economic Development Certification System at https://smallbiz.louisianaforward.com/index_2.asp. Additionally, a list of Hudson and Veteran Initiative small entrepreneurship, which have been certified by the Louisiana Department of Economic Development and who have opted to register in the State of Louisiana LaGov Supplier Portal https://lagoverpvendor.doa.louisiana.gov/irj/portal/anonymous?guest_user=self_reg may be accessed from the State of Louisiana Procurement and Contract (LaPAC) Network <http://wwwprd.doa.louisiana.gov/osp/lapac/vendor/srchven.asp>. When using this site, determine the search criteria (i.e. alphabetized list of all certified vendors, by commodities, etc.) and select Smalle, VSE, or DVSE.

5.4 Proposed Project Staff

Proposers should provide detailed resumes of the proposer's staff that will be assigned to this contract.

The resumes should provide clear and convincing evidence of its ability to meet or exceed desirable qualifications described in section 3.1. Proposer should specify direct experience related to working with congressional staff on wildlife related issues (in particular alligators and furbearers) from a legislative and funding perspective.

5.5 Project Management Approach and Methodology

The Proposer should describe their understanding of the nature of the project, their project management approach, the tools to be used, and submit a project work plan explaining how its proposal will best meet the needs of the state agency.

- Define its functional approach in providing the services.
- Define its functional approach in identifying the tasks necessary to meet requirements.
- Describe the approach to Project Management and Quality Assurance.
- Provide a summary of the unique value that the proposed project management and work plan add to the project with regard to assuring deliverables.
- Provide a detailed Project Work Plan that reflects the approach and methodology, task and services to be performed, deliverables, timetables, and staffing. It should identify all major tasks, the expected deliverables, targeted milestones as well as the Proposer's availability and responsiveness to the FAC's and AAC's immediate timetable. The work plan should also reflect the Proposer's strategy for involvement by the FAC, AAC, and Proposer's staff in performance of the project.

5.6 Cost Information

The Proposer shall provide an all-inclusive total cost for providing all services described in this RFP for all 36 months of the contract. This cost shall include travel and all project expenses. Travel costs shall not be reimbursed separately. For information purposes, the Proposer shall provide the total estimated number of hours, by classification, for the Proposer's project staff, the billing rate by classification, and an estimated percentage of the effort that will be completed by a subcontractor (if applicable).

6. EVALUATION AND SELECTION

6.1 Evaluation Team

The evaluation of proposals will be accomplished by an evaluation team, to be designated by the state, which will determine the proposal most advantageous to the state, taking into consideration price and the other evaluation factors set forth in the RFP.

6.2 Administrative and Mandatory Screening

All proposals will be reviewed to determine compliance with administrative and mandatory requirements as specified in the RFP. Proposals that are not in compliance will be rejected from further consideration.

6.3 Clarification of Proposals

The State reserves the right to seek clarification of any proposal for the purpose of identifying and eliminating minor irregularities or informalities.

6.4 Oral Presentations/Discussions May be Required

NOT APPLICABLE TO THIS SOLICITATION.

6.5 Evaluation and Review

Proposals that pass the preliminary screening and mandatory requirements review will be evaluated based on information provided in the proposal. The evaluation will be conducted according to the following.

The Evaluation Team will evaluate and score the proposals using the criteria and scoring as follows:

Criteria	Maximum Score
Approach and Methodology <ul style="list-style-type: none"> • Understanding of the nature of the project: • Approach to accomplish the project • Project Planning and Implementation Methodology • Project Work Plan 	45
Corporate Background and Experience/Proposed Project Staff <ul style="list-style-type: none"> • Applicable corporate experience • Staff Qualifications • References 	20
Hudson/Veteran Small Entrepreneurship Program	10
Cost	25
TOTAL SCORE	100

6.5.1. Veteran-Owned and Service-Connected Small Entrepreneurships (Veteran Initiative) and Louisiana Initiative for Small Entrepreneurships (Hudson Initiative) Programs Participation (Value of 10% of the total evaluation points)

Ten percent (10%) of the total evaluation points on this RFP are reserved for proposers who are themselves a certified Veteran or Hudson Initiative small entrepreneurship or who will engage the participation of one or more certified Veteran or Hudson Initiatives small entrepreneurships as subcontractors.

Reserved points shall be added to the applicable proposers' evaluation score as follows:

Proposer Status and Reserved Points:

- Proposer is a certified small entrepreneurship: Full amount of the reserved points
- Proposer is not a certified small entrepreneurship but has engaged one or more certified small entrepreneurship to participate as subcontractors or distributors. Points will be allocated based on the following criteria:
 - the number of certified small entrepreneurship to be utilized
 - the experience and qualifications of the certified small entrepreneurship(s)
 - the anticipated earnings to accrue to the certified small entrepreneurship(s)

6.5.2 Cost Evaluation

The Proposer with the lowest total cost shall be awarded 25 points. Other proposers shall receive a cost score based upon the following formula: $BCS = (LPC/PC \times 25)$

Where: BCS = Computed cost score (points) for proposer being evaluated
 LPC = Lowest proposed total cost of all proposers
 PC = Total cost of proposer being evaluated

6.6 Announcement of Contractor

The Evaluation Team will compile the scores and make a recommendation to the head of the agency on the basis of the responsive and responsible proposer with the highest score.

The State will notify the successful Proposer and proceed to negotiate terms for final contract. Unsuccessful proposers will be notified in writing accordingly.

The proposals received (except for that information appropriately designated as confidential in accordance with R.S. 44.1 et seq), selection memorandum along with list of criteria used along with the weight assigned each criteria; scores of each proposal considered along with overall scores of each proposal considered, and a narrative justifying selection shall be made available, upon request, to all interested parties after the "Notice of Intent to Award" letter has been issued.

Any proposer aggrieved by the proposed award has the right to submit a protest in writing to the head of the agency issuing the proposal within 14 days after the award has been announced by the agency.

The award of a contract is subject to the approval of the Division of Administration, Office of Contractual Review.

7. SUCCESSFUL CONTRACTOR REQUIREMENTS

7.1 Corporation Requirements

If the contractor is a corporation not incorporated under the laws of the State of Louisiana, the contractor shall have obtained a certificate of authority pursuant to R. S. 12:301-302 from the Louisiana Secretary of State.

If the contractor is a for-profit corporation whose stock is not publicly traded, the contractor shall ensure that a disclosure of ownership form has been properly filed with the Louisiana Secretary of State.

7.2 Billing and Payment

Invoices shall be submitted quarterly, along with the quarterly progress report. Payment shall be made 30 calendar days after receipt of invoice.

7.3 Confidentiality

All financial, statistical, personal, technical and other data and information relating to the State's operation which are designated confidential by the State and made available to the contractor in order to carry out this contract, or which become available to the contractor in carrying out this contract, shall be protected by the contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided by the State in writing to the contractor. If the methods and procedures employed by the contractor for the protection of the contractor's data and information are deemed by the State to be adequate for the protection of the State's confidential information, such methods and procedures may be used, with the written consent of the State, to carry out the intent of this paragraph. The contractor shall not be required under the provisions of the paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the contractor's possession, is independently developed by the contractor outside the scope of the contract, or is rightfully obtained from third parties.

Under no circumstance shall the contractor discuss and/or release information to the media concerning this project without prior express written approval of the Louisiana Department of Wildlife and Fisheries.

ATTACHMENT I: SCOPE OF SERVICES

The Contractor shall provide critical information and expert advice to FAC and AAC in successfully dealing with federal policies, legislation, statutes, treaties, regulations and other activities that impact the management and utilization of Louisiana's wildlife resources. The Contractor's emphasis shall be placed on those Federal policies, legislation, statutes, treaties, regulations and other activities that affect the management and utilization of fur and alligator resources in Louisiana. The Contractor shall seek funding for farm and wild alligator disease research, fur and alligator management education, and other wildlife projects as assigned.

The Contractor shall provide the following services:

1. The Contractor shall work in coordination with FAC/AAC to identify and secure sources of funding for the implementation of an alligator research program including facility construction, evaluation of alligator diseases, survival, methods for disease prevention, cures associated with Louisiana's farmed and wild alligator resources, fur and alligator management education, and other wildlife projects. Contractor shall seek federal appropriations as well as federal and private research and education grants.
2. The Contractor shall develop and implement, in coordination with FAC/AAC, a comprehensive and sustained education and outreach program for local congressional staff and Federal policy makers and administrators concerning the State's wildlife resources including issues associated with the management and utilization of fur and alligator resources and the central role of fur and alligator management in successful wetlands conservation and restoration efforts in Louisiana.
3. The Contractor, working with and at the specific request of FAC/AAC, shall develop and assist with the implementation of strategies to address existing legislation and respond to proposed Federal policies, legislation, regulations, international treaty requirements and other activities that may have either an adverse or positive impact on the State's ability to manage and utilize its wildlife resources.
4. The Contractor shall maintain frequent communication and consultation with the State's appointed liaisons to the FAC/AAC as necessary and appropriate to effectively and efficiently conduct and coordinate the work described above, and will submit to FAC/AAC quarterly progress reports (to accompany requests for payment) that include a project status report and summary of all meetings, contacts and other information relevant to the Contractor's activities and efforts to achieve project objectives. The Contractor shall also submit a final report on June 15 of each year of the contract.

ATTACHMENT II: CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. The State requests that the Proposer designate one person to receive all documents and the method in which the documents are best delivered. Identify the Contact name and fill in the information below: (Print Clearly)

Date _____ Official Contact Name: _____

A. E-mail Address: _____

B. Facsimile Number with area code: () _____

C. US Mail Address: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information provided.

By its submission of this proposal and authorized signature below, Proposer certifies that:

1. The information contained in its response to this RFP is accurate;
2. Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
3. Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
4. Proposer's quote is valid for at least *90* days from the date of proposal's signature below;
5. Proposer understands that if selected as the successful Proposer, he/she will have 45 business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.
6. Proposer certifies, by signing and submitting a proposal for \$25,000 or more, that their company, any subcontractors, or principals are not suspended or debarred by the General Services Administration (GSA) in accordance with the requirements in OMB Circular A-133. (A list of parties who have been suspended or debarred can be viewed via the internet at www.epils.gov .)

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

SIGNATURE of Proposer's Authorized Representative

DATE

ATTACHMENT III: LDWF SAMPLE CONTRACT

CONTRACT

“Provide Assistance to Aid the Fur Advisory Council and the Alligator Advisory Council with Federal Policies, Legislation, Statutes, Treaties, Regulations and Other Activities that Impact the Management and Utilization of Certain Species of Louisiana’s Wildlife Resources”

Be it known, that on this 1st day of July 2014, the Louisiana Department of Wildlife and Fisheries, Coastal and Nongame Resources Division, Fur Advisory Council (FAC) and Alligator Advisory Council (AAC), Baton Rouge, Louisiana 70898-9000 (hereinafter sometimes referred to as “the Councils” or “State”) and _____ (hereinafter sometimes referred to as “Contractor”) do hereby enter into Contract under the following terms and conditions.

Purpose

The purpose of this Contract is to provide assistance to the Fur Advisory Council (FAC) and Alligator Advisory Council (AAC) regarding Federal policies, legislation, statutes, treaties, regulations and other activities that impact the management and utilization of Louisiana’s wildlife resources, more specifically those affecting activities such as the management and utilization of fur and alligator resources in Louisiana.

Scope of Services

Contractor hereby agrees to furnish the following services:

1. The Contractor shall work in coordination with FAC/AAC to identify and secure sources of funding for the implementation of an alligator research program including facility construction, evaluation of alligator diseases, survival, methods for disease prevention, cures associated with Louisiana’s farmed and wild alligator resources, fur and alligator management education, and other wildlife projects. Contractor shall seek federal appropriations as well as federal and private research and education grants.
2. The Contractor shall develop and implement, in coordination with FAC/AAC, a comprehensive and sustained education and outreach program for local congressional staff and Federal policy makers and administrators concerning the State’s wildlife resources including issues associated with the management and utilization of fur and alligator resources and the central role of fur and alligator management in successful wetlands conservation and restoration efforts in Louisiana.
3. The Contractor, working with and at the specific request of FAC/AAC, shall develop and assist with the implementation of strategies to address existing legislation and respond to proposed Federal policies, legislation, regulations, international treaty requirements and other activities that may have either an adverse or positive impact on the State’s ability to manage and utilize its wildlife resources.

4. The Contractor shall maintain frequent communication and consultation with the State's appointed liaison's to the FAC/AAC as necessary and appropriate to effectively and efficiently conduct and coordinate the work described above, and will submit to FAC/AAC quarterly progress reports (to accompany requests for payment) that include a project status report and summary of all meetings, contacts and other information relevant to the Contractor's activities and efforts to achieve project objectives.

Monitoring Plan:

Program Manager will be responsible for monitoring the performance of the Contractor. Contact with the Contractor via telephone, fax or e-mail will occur at least once every two weeks or more frequently if necessary during the Contract period. Additionally, a representative of the FAC/AAC will be present with the Contractor at various meetings with government officials when necessary. Program Manager will evaluate the written reports to insure that all services provided are completed in a satisfactory manner.

Measures of Performance:

1. Assessment of contacts (phone calls, emails, etc.) with Contractor to discuss existing or potential legislation, laws, or regulations and their impact on wildlife resources management and/or related industry.
2. Approval of progress reports submitted detailing activity of Contractor.
3. Timely submission of progress reports along with review of Contractor activities.

Payment Terms

In consideration of the services described above, state hereby agrees to pay the Contractor a fixed fee of \$ _____. Payment will be made only on approval of Program Manager.

If progress and/or completion to the reasonable satisfaction of the agency is obtained, payments are scheduled as follows: _____.

Request for payment must be accompanied by a progress report indicating the outcome of meetings attended outcome, and significance to the fur or alligator industry. All progress reports and final report shall be submitted electronically. Final annual written reports are due June 15, 2015, June 15, 2016 and June 15, 2017, prior to final payment.

The funding for this Contract will be split equally, 50%, between Louisiana Alligator Resource Funds and Rockefeller Trust Funds.

Amendments

This contract upon execution by both parties hereto can be amended only by a written instrument signed by both parties. No amendment will be valid until it has been executed by all parties and approved by the Director of OCR, Division of Administration.

Taxes

Contractor hereby agrees that the responsibility for payment of taxes from the funds thus received under this Contract and/or legislative appropriation shall be Contractor's obligation and identified under Federal tax identification number _____.

Termination for Cause

The State may terminate this Contract for cause based upon the failure of the Contractor to comply with the terms and/or conditions of the Contract; provided that the State shall give the Contractor written notice specifying the Contractor's failure. If within thirty (30) days after receipt of such notice, the Contractor shall not have either corrected such failure or, in the case of failure which cannot be corrected in thirty (30) days, begun in good faith to correct said failure and thereafter proceeded diligently to complete such correction, then the State may, at its option, place the Contractor in default and the Contract shall terminate on the date specified in such notice. The Contractor may exercise any rights available to it under Louisiana law to terminate for cause upon the failure of the State to comply with the terms and conditions of this Contract; provided that the Contractor shall give the State written notice specifying the State's failure and a reasonable opportunity for the State to cure the defect.

Termination for Convenience

The State may terminate the Contract at any time by giving thirty (30) days written notice to the Contractor. The Contractor shall be entitled to payment for deliverables in progress, to the extent work has been performed satisfactorily.

Remedies for Default

Any claim or controversy arising out of this contract shall be resolved by the provisions of LSA - R.S. 39:1524 - 1526.

Ownership

All records, reports, documents and other material delivered or transmitted to Contractor by State shall remain the property of State, and shall be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract. All records, reports, documents, or other material related to this Contract and/or obtained or prepared by Contractor in connection with the performance of the services Contracted for herein shall become the property of State, and shall, upon request, be returned by Contractor to State, at Contractor's expense, at termination or expiration of this Contract.

Nonassignability

No Contractor shall assign any interest in this Contract by assignment, transfer, or novation, without prior written consent of the State. This provision shall not be construed to prohibit the Contractor from assigning his bank, trust company, or other financial institution any money due

or to become due from approved Contracts without such prior written consent. Notice of any such assignment or transfer shall be furnished promptly to the State.

Auditors

It is hereby agreed that the Legislative Auditor of the State of Louisiana and/or the Office of the Governor, Division of Administration auditors, and/or other state auditors shall have the option of auditing all accounts of Contractor which relate to this Contract.

Term of Contract

This contract shall begin on July 1, 2014 and shall terminate on June30, 2017.

Notification of Personal Information Breach

Contractor agrees to bear the entire cost of notification in the event a breach of personal information (such information can include first name or first initial and last name in combination with any one or more of the following data elements, when the name or the date element is not encrypted or redacted: social security number, driver's license number, account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account)occurs as a result of, or for reasons relating to this contract when such breach is attributable, either in whole or part, to the action, negligence or failure to act on the part of the contractor.

Discrimination Clause

The contractor agrees to abide by the requirements of the following as applicable: Title VI of the Civil Rights Act of 1964 and Title VII of the Civil Rights Act of 1964, as amended by the Equal Employment Opportunity Act of 1972, Federal Executive Order 11246 as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Discrimination Act of 1975, the Fair Housing Act of 1968 as amended, and contractor agrees to abide by the requirements of the Americans with Disabilities Act of 1990.

Contractor agrees not to discriminate in its employment practices, and will render services under this contract without regard to race, color, religion, sex, national origin, veteran status, political affiliation or disabilities.

Any act of discrimination committed by Contractor, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this contract.

Indemnification and Limitation of Liability

Neither party shall be liable for any delay or failure in performance beyond its control resulting from acts of God or force majeure. The parties shall use reasonable efforts to eliminate or minimize the effect of such events upon performance of their respective duties under Contract.

Contractor shall be fully liable for the actions of its agents, employees, partners or subcontractors and shall fully indemnify and hold harmless the State and its Authorized Users from suits, actions, damages and costs of every name and description relating to personal injury and damage to real or personal tangible property caused by Contractor, its agents, employees, partners or subcontractors, without limitation; provided, however, that the Contractor shall not indemnify for that portion of any claim, loss or damage arising hereunder due to the negligent act or failure to act of the State. If applicable, Contractor will indemnify, defend and hold the State and its Authorized Users harmless, without limitation, from and against any and all damages, expenses (including reasonable attorneys' fees), claims, judgments, liabilities and costs which may be finally assessed against the State in any action for infringement of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or intellectual property right, provided that the State shall give the Contractor: (i) prompt written notice of any action, claim or threat of infringement suit, or other suit, (ii) the opportunity to take over, settle or defend such action, claim or suit at Contractor's sole expense, and (iii) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the State or its Authorized Users may require Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Commissioner of Administration shall require.

The Contractor shall not be obligated to indemnify that portion of a claim or dispute based upon: i) Authorized User's unauthorized modification or alteration of a Product, Material or Service; ii) Authorized User's use of the Product in combination with other products not furnished by Contractor; iii) Authorized User's use in other than the specified operating conditions and environment.

In addition to the foregoing, if the use of any item(s) or part(s) thereof shall be enjoined for any reason or if Contractor believes that it may be enjoined, Contractor shall have the right, at its own expense and sole discretion as the Authorized User's exclusive remedy to take action in the following order of precedence: (i) to procure for the State the right to continue using such item(s) or part (s) thereof, as applicable; (ii) to modify the component so that it becomes non-infringing equipment of at least equal quality and performance; or (iii) to replace said item(s) or part(s) thereof, as applicable, with non-infringing components of at least equal quality and performance, or (iv) if none of the foregoing is commercially reasonable, then provide monetary compensation to the State up to the dollar amount of the Contract.

For all other claims against the Contractor where liability is not otherwise set forth in the Contract as being "without limitation", and regardless of the basis on which the claim is made, Contractor's liability for direct damages, shall be the greater of \$100,000, the dollar amount of the Contract, or two (2) times the charges rendered by the Contractor under the Contract. Unless otherwise specifically enumerated herein or in the work order mutually agreed between the

parties, neither party shall be liable to the other for special, indirect or consequential damages, including lost data or records (unless the Contractor is required to back-up the data or records as part of the work plan), even if the party has been advised of the possibility of such damages. Neither party shall be liable for lost profits, lost revenue or lost institutional operating savings.

The State and Authorized User may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor, or may proceed against the performance and payment bond, if any, as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them.

Insurance

The Contractor shall purchase and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

a. Minimum Scope and Limits of Insurance

(1) Workers Compensation

Workers Compensation insurance shall be in compliance with the Workers Compensation law of the State of the Contractor's headquarters. Employers Liability is included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included and the Employers Liability limit increased to a minimum of \$1,000,000. A.M. Best's insurance company rating requirement may be waived for workers compensation coverage only.

(2) Commercial General Liability

Commercial General Liability insurance, including Personal and Advertising Injury Liability, shall have a minimum limit per occurrence of \$1,000,000 and a minimum general aggregate of \$2,000,000. The Insurance Services Office (ISO) Commercial General Liability occurrence coverage form CG 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. Claims-made form is unacceptable.

(3) Automobile Liability

Automobile Liability Insurance shall have a minimum combined single limit per occurrence of \$1,000,000. ISO form number CA 00 01 (current form approved for use in Louisiana), or equivalent, is to be used in the policy. This insurance shall include third-party bodily injury and property damage liability for owned, hired and non-owned automobiles.

a. **Deductibles and Self-Insured Retentions**

Any deductibles or self-insured retentions must be declared to and accepted by the Department. The Contractor shall be responsible for all deductibles and self-insured retentions.

c. **Other Insurance Provisions**

The policies are to contain, or be endorsed to contain, the following provisions:

(1) General Liability and Automobile Liability Coverages

- (a) The Department, its officers, agents, employees and volunteers shall be named as an additional insured as regards negligence by the contractor. ISO Form CG 20 10 (current form approved for use in Louisiana), or equivalent, is to be used when applicable. The coverage shall contain no special limitations on the scope of protection afforded to the Department.
- (b) The Contractor's insurance shall be primary as respects the Department, its officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the Department shall be excess and non-contributory of the Contractor's insurance.
- (c) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.
- (d) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the policy limits.

(2) Workers Compensation and Employers Liability Coverage

The insurer shall agree to waive all rights of subrogation against the Department, its officers, agents, employees and volunteers for losses arising from work performed by the Contractor for the Department.

(3) All Coverages

- (a) Coverage shall not be canceled, suspended, or voided by either party (the Contractor or the insurer) or reduced in coverage or in limits except after 30 days written notice has been given to the Department. Ten-day written notice of cancellation is acceptable

for non-payment of premium. Notifications shall comply with the standard cancellation provisions in the Contractor's policy.

- (b) Neither the acceptance of the completed work nor the payment thereof shall release the Contractor from the obligations of the insurance requirements or indemnification agreement.
- (c) The insurance companies issuing the policies shall have no recourse against the Department for payment of premiums or for assessments under any form of the policies.
- (d) Any failure of the Contractor to comply with reporting provisions of the policy shall not affect coverage provided to the Department, its officers, agents, employees and volunteers.

d. **Acceptability of Insurers**

All required insurance shall be provided by a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located. Insurance shall be placed with insurers with a A.M. Best's rating of **A-:VI or higher**. This rating requirement may be waived for workers compensation coverage only.

If at any time an insurer issuing any such policy does not meet the minimum A.M. Best rating, the Contractor shall obtain a policy with an insurer that meets the A.M. Best rating and shall submit another Certificate of Insurance as required in the contract.

e. **Verification of Coverage**

Contractor shall furnish the Department with Certificates of insurance reflecting proof of required coverage. The Certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates are to be received and approved by the Department before work commences and upon any contract renewal thereafter. The Certificate Holder must be listed as follows:

State of Louisiana
Department of Natural Resources
P.O. Box 94396
Baton Rouge, LA 70802
Attn: Purchase Order #

In addition to the Certificates, Contractor should submit the declarations page and the cancellation provision endorsement for each insurance policy. The

Department reserves the right to request complete certified copies of all required insurance policies at any time.

Upon failure of the Contractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of the Department, may be suspended, discontinued or terminated. Failure of the Contractor to purchase and/or maintain any required insurance shall not relieve the Contractor from any liability or indemnification under the contract.

f. **Renewal of Insurance**

In the event that the Contractor provides certificates of insurance valid for a period of time less than the term of the contract, said certificates shall be acceptable, however, the Contractor shall be obligated to renew its insurance policies such that continuous coverage is provided for the entire contract term. The Contractor shall provide the Department with valid certificates of renewal of the insurance upon the expiration of the policies. In the event the Contractor fails or refuses to renew any of its insurance policies to the extent required by this contract, or any policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this contract, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department may refuse to make payment of any further monies due or coming due under this or other agreements between the Contractor and the Department. The Department, in its sole discretion, may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. During any period when any required insurance is not in effect, and the Contractor does not otherwise satisfy the liability guarantees required by this contract, the Department, at its option, may either suspend work under this contract, or proceed to default the Contractor and thereby terminate this contract.

g. **Subcontractors**

Contractor shall include all subcontractors as insureds under its policies OR shall be responsible for verifying and maintaining the Certificates provided by each subcontractor. Subcontractors shall be subject to all of the requirements stated herein. The Department reserves the right to request copies of subcontractor's Certificates at any time.

h. **Workers Compensation Indemnity**

In the event Contractor is not required to provide or elects not to provide workers compensation coverage, the parties hereby agree that Contractor, its owners, agents and employees will have no cause of action against, and will not assert a claim against, the State of Louisiana, its departments, agencies, agents and employees as an employer, whether pursuant to the Louisiana Workers Compensation Act or otherwise, under any circumstance. The parties also hereby

agree that the State of Louisiana, its departments, agencies, agents and employees shall in no circumstance be, or considered as, the employer or statutory employer of Contractor, its owners, agents and employees. The parties further agree that Contractor is a wholly independent contractor and is exclusively responsible for its employees, owners, and agents. Contractor hereby agrees to protect, defend, indemnify and hold the State of Louisiana, its departments, agencies, agents and employees harmless from any such assertion or claim that may arise from the performance of this contract.

i. **Disclaimer**

The Contractor expressly understands and agrees that any insurance protection or other liability guarantees required or requested by this contract shall in no way limit the Contractor's obligations assumed in the contract, and shall not be construed to relieve the Contractor from liability in excess of such coverage or guarantees, nor shall it preclude the Department from taking such other actions as are available to it under any provision of this contract or otherwise in law.

Validity

This Contract is not valid (effective), and no legal obligation exists until all required signatures and approvals are obtained. This may include the Louisiana Department of Civil Service, and the Louisiana Division of Administration, Office of Contractual Review.

It is the responsibility of the Contractor to advise the state in advance if Contract funds or Contract terms may be insufficient to complete the Contract objectives.

COMPLETE CONTRACT

This is the complete Contract between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this contract. This Contract is entered into with neither party relying on any statement or representation made by the other party not embodied in this Contract and there are no other agreements or understanding changing or modifying the terms. This Contract shall become effective upon final statutory approval.

ENTIRE AGREEMENT & ORDER OF PRECEDENCE

This contract together with the RFP and contractor's proposal which are incorporated herein; shall, to the extent possible, be construed to give effect to all of its provisions; however, where provisions are in conflict, first priority shall be given to the provisions of the contract, excluding the Request for Proposals, its amendments and the Proposal; second priority shall be given to the provisions of the Request for Proposals and its amendments; and third priority shall be given to the provisions of the Contractor's Proposal.

THUS DONE AND SIGNED AT Baton Rouge, Louisiana on the day, month and year first written above.

CONTRACTOR SIGNATURE

STATE AGENCY SIGNATURES
